IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

DENINE R. HOOD, Plaintiff v. CITIZENS BANK OF PENNSYLVANIA, a subsidiary or division of CITIZENS FINANCIAL GROUP, INC., Defendant	)	Civil Action No.

PLAINTIFF'S COMPLAINT FOR DAMAGES AND OTHER RELIEF

AND NOW, this 2nd day of July, 2014, comes DENINE R. HOOD, Plaintiff above named, by and through her undersigned counsel, and files this Complaint, respectfully alleging the following:

Jurisdiction

1. Jurisdiction of this federal court is invoked pursuant to the Court's federal question jurisdiction, 29 U.S.C. Section 1331, Count One being brought pursuant to the Age Discrimination in Employment Act, prohibiting employment discrimination on the basis of age, and Counts Two and Three being brought pursuant to Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Restoration Act, 42 U.S.C. Section 2000e et seq., Count Two alleging gender/sex discrimination in employment, and Count Three alleging race discrimination in employment.

Parties

2. Plaintiff is Denine R. Hood, a female individual who resides at 1418 Mifflin Street, Homestead, Allegheny County, Pennsylvania 15120.

3. Defendant is Citizens Bank of Pennsylvania, a subsidiary or division of Citizens Financial Group, Inc., located at 525 William Penn Place, Pittsburgh, Allegheny County, Pennsylvania 15219; at all times material hereto, Defendant was an employer as defined in the Age Discrimination in Employment Act, as it had 20 or more employees, was an employer as defined in Title VII of the Civil Rights Act of 1964 as amended, as it had 15 or more employees.

FACTS

4. Plaintiff was employed continuously by Defendant or its predecessors for a period of nearly forty (40) consecutive years, from on or about April 30, 1973, until she was involuntarily terminated from employment effective January 14, 2013.

5. Plaintiff's job position at the time of Defendant's termination of her employment, was Assistant Vice President and Branch Manager of Defendant's Homestead, Pennsylvania, branch, a position she had held since approximately 2001.

6. Plaintiff's age at the time of her termination was 60, her date of birth being August 14, 1952; she is African-American.

7. Plaintiff performed her job duties at least satisfactorily throughout her career with Defendant or its predecessors.

8. Defendant's Homestead branch of which Plaintiff was the Manager, was in a "Community Reinvestment Area" (CRA), an area which was recognized by Defendant as an economically-distressed area.

9. Despite being assigned to work in an economically-distressed area, and despite Defendant's failure to honor Plaintiff's repeated requests that Defendant upgrade the décor and attractiveness of the Homestead branch, and to provide regular physical maintenance of the branch, and despite other obstacles, Plaintiff was extremely successful as Branch Manager, and

assets of that branch grew from approximately $15 million to approximately $32 million in her tenure there.

10. Of all the branch managers of CRA branches, the performance of the branch Plaintiff managed, the Homestead branch, stood out above the rest, and her results were superior to those of other CRA branches; in addition, her results were better than those of other branches not designated CRA branches; examples include the following:

a. In a memo from Sheryl Legato dated April 25, 2010, Plaintiff's branch was rated the highest of 16 branch offices in her region in "top customer results", at 105.53%, which was higher than the region's average of 100.66%.

11. Corporate audits of the Homestead branch were always at least satisfactory, in the "green" zone; an example includes the most recent audit prior to Defendant's termination of Plaintiff, completed on or about April 11, 2012, resulting in a "green" rating; all of her audits from May, 2009, were satisfactory; upon information and belief, some Branch Managers in Plaintiff's region received unacceptable audits; Plaintiff also received favorable audits from independent external auditors, including one issued November 22, 2010, by CCO Investment Services Corp., which gave a low risk rating to the Homestead branch, and which included the following statements:

> "At this time CCO Investment Services Corp. would like to congratulate the registered representative on an outstanding annual audit examination. The audit examination did not reveal any deficiencies at the branch or with the registered representative's conduct."

12. Plaintiff maintained excellent relations with the communities, entities, organizations and individuals being served by the Homestead branch, and received numerous acknowledgments from groups such as the Homestead Economic Revitalization Corporation and the Steel Valley Enterprise Zone, Inc., regarding her community involvement; in her substantial

community activities, Plaintiff was carrying out Defendant's "Our Credo" policy, and she was a shining example of a Branch Manager carrying out such policy.

13. During her tenure with Defendant, Plaintiff received numerous awards and recognitions for the high quality of her performance and for the results she was able to produce, including but not limited to the following:

a. For two years in a row, Plaintiff received an acknowledgment for being a "World Class Performer";

b. She was selected to take expense-free trips;.

c. About four months preceding her termination, Defendant acting through from Stephen G. Carpenter, Senior Vice President, Director of Sales Delivery/Execution for Retail and Business Banking, recognized Plaintiff because the Homestead branch was "one of the top Business checking dollar branches in the entire footprint for the week ending August 24, 2012. This is the second week that your branch has been in this top category in 2012! ***CONTINUED EXCELLENT JOB!!!!*....."; (emphasis in the original); a copy of such letter is attached hereto and made a part hereof as Exhibit A;

d. By letter dated May 15, 2012, Senior Vice President Carpenter sent Plaintiff another highly laudatory note that acknowledged her for "Outstanding" results, and for "performing at such a high level...."; a copy of such letter is attached hereto and made a part hereof as Exhibit B; in such letter, Senior Vice President Carter stated the following:

> "Denine, I saw the Homestead Branch listed as being one of the top Business checking dollar branches in the entire footprint for the week ending May 11, 2012.

> ***That's Outstanding!!! Congratulations and Thank You!!!!!***
>
> By performing at such a high level, not only are you making a significant contribution in the organization by bringing revenue into the Bank, but more importantly, you are helping your local businesses achieve their goals."
>
> (Emphasis in the original)

e. By e-mail of February 5, 2010, Plaintiff received a copy of an e-mail from Marilyn I. Goodwill, Senior Vice President, Citizens Bank Government Banking Group, "It is always a pleasure to work with Denine and her staff and we know their customer service is top quality.";

f. By an email dated December 1, 2009, from James McCrorey to Sheryl Legato, the following statement about Plaintiff was made: "...Denine is really putting in a great effort...always asking the right questions from clients....";

g. By letter dated April 19, 2011, Stacy Radabaugh, Senior Vice President and Director, Branch Business Banking, sent Plaintiff a letter very similar to the letters attached hereto as Exhibits A and B, congratulating her for the "outstanding" results at the Homestead branch, as it was "one of the top Business checking dollar branches in the entire footprint for the week ending April 15, 2011.";

h. By letter dated September 4, 2009, Plaintiff was congratulated by Dawn Monaco, Senior Vice President, Acting Retail Director for the Western Mid-Atlantic region, regarding an evaluation of the Homestead branch as a result of a mystery shop; Ms. Monaco stated the following:

> "Your team received a total overall score of 92%, an achievement which deserves to be recognized. This demonstrates that you and your team are truly dedicated to providing world class service and keeping the customer at the heart of everything we do."

14. Plaintiff's periodic performance evaluations were usually satisfactory, and often beyond satisfactory; an example includes her performance review for the period from January 1, 2010, through September 30, 2010, showing an overall rating of "Fully Achieved Objectives".

15. Plaintiff worked her way up the ranks, and had a steady series of promotions and pay increases; at the time of her termination, she was making about $55,668 per year plus incentives and benefits.

16. Plaintiff supervised approximately 7-9 employees in the last several years of her tenure as Manager of the Homestead branch.

17. Plaintiff's attendance was outstanding, and was broken only for a short period in 2008 when she was on disability for about three months as a result of being assaulted at gunpoint in June, 2008, shortly after leaving Defendant's workplace; the individual who assaulted her followed her as she was leaving Defendant's workplace; it is believed that several days later, he murdered someone.

18. Beginning in or about September, 2012, Defendant initiated an investigation, and later interviewed Plaintiff, in November and December, 2012, concerning an alleged irregularity and alleged violation of Defendant's policy in opening an account for a customer, which allegedly took place in August, 2012.

19. Defendant's reasons for terminating Plaintiff's employment of over 39 consecutive years was based in part on the alleged violation of policy referred to in the immediately preceding paragraph; Plaintiff denies that those were the real reasons, and further denies that she had committed a serious breach of company policy.

20. Plaintiff was replaced as Manager of the Homestead branch by a substantially younger white male, Ernie Leskovitz, who is believed to be slightly over age 40 but still

substantially younger than Plaintiff who was age 60 at the date of her termination; he lacked the proven experience, training and background to perform all the duties that Plaintiff could perform; it is believed that his base salary is substantially less than hers.

21. Substantially younger white males or females holding manager, supervisor or professional positions were treated more favorably than Plaintiff, and were not terminated from employment, although they violated company policy; those individuals included the following (because of privacy issues, their names are not identified, but the initials of their first and last names are set forth, and their full names have been supplied to the Equal Employment Opportunity Commission and to Defendant):

a. P.C., a white female, who was a previous assistant manager under Plaintiff's supervision, who managed the branch whenever Plaintiff was out of the branch for whatever reason, approved the deposit of a $500,000 piece of paper clearly marked "non-negotiable", despite being told by a teller and a banker that it was "non-negotiable"; the following day, she authorized the request of the elderly customer for withdrawal of $100.00 from the account into which the item had been deposited; she was interviewed by the bank's security representatives, but was not fired, and was merely placed on corrective action;

b. M.S., a substantially younger white female, signed a customer's name on a supporting loan document; Plaintiff reported this violation of company policy to her supervisor, Alena Leggett, who told Plaintiff to merely give M.S. a warning; she was not fired;

c. J.K., a substantially younger white male teller manager, repeatedly used very vulgar language and disrespected management, and was insubordinate in complying with a Human Resources request, and he also falsified his timecard; he directed vile and vulgar language toward Plaintiff; Plaintiff was told to coach him and counsel him, and Plaintiff repeatedly requested authority to take him out of the teller manager position, to no avail; he was not fired;

d. J.W., a substantially younger white female, a part-time teller, had difficulties in dealing with a diverse customer base, was resistant to coaching and counseling, and falsified her time card; Human Resources instructed Plaintiff to give her merely a verbal warning; she was not fired;

e. R.L., a younger white male, had a number of deficiencies, including incompetency, lying, stealing items not belonging to him, and stealing from a commercial establishment a few doors away from the Homestead branch; although Plaintiff reported various of these matters to her superiors, Sheryl Legato and Nathan Sommer, Plaintiff believes that he was not disciplined in any meaningful way; he was not fired;

f. J.P., a white male manager at Defendant's East Liberty branch, had consistent low risk assessments and unlike Plaintiff, failed corporate audits; although termination action was initially initiated against him, the termination action was rescinded, and he was transferred to a position in another branch; he was not fired; in or around the same time period, D.W., an African-American female branch manager believed to be in her late 50's, had an otherwise excellent work record, but her sales had slipped, and unlike J.P., she was not transferred to another position, but was fired.

22. A white manager, Dawn Monaco, set Plaintiff's goals as Branch Manager unreasonably high.

23. Defendant maintained a progressive discipline policy, allowing for a lesser degree of discipline than termination, such as a warning, probation, suspension, final warning, being placed on a performance improvement plan, in some cases being given a last chance agreement,

but Defendant did not follow its own progressive discipline policy with Plaintiff, and went directly to the termination step, without giving Plaintiff an opportunity to correct the alleged deficiencies in her performance.

AS AND FOR A FIRST CAUSE OF ACTION

(Age discrimination, in violation of the
Age Discrimination in Employment Act, ADEA)

24. Plaintiff incorporates herein by reference, paragraphs 1-23 above, as if the same were set forth fully herein.

25. Plaintiff's substantially younger replacement has lesser qualifications and related experience than Plaintiff had.

26. Plaintiff was judged by different and more harsh standards than managers, supervisors and professionals substantially younger than her.

27. Plaintiff was treated differently from managers, supervisors and professionals substantially younger than her.

28. Defendant was motivated by an intent to discriminate against Plaintiff because of her age.

29. By reason of the foregoing, Defendant has violated the Age Discrimination in Employment Act.

30. In committing the actions referred to above, Defendant acted knowingly, willfully, intentionally, in bad faith, and with reckless disregard of the law, and Plaintiff is entitled to recover liquidated damages from Defendant, in an amount to be determined by a jury.

31. Plaintiff filed a timely charge of discrimination with the Equal Employment Opportunity Commission (hereinafter "EEOC") at EEOC Charge No. 533-2013-01115.

32. All administrative prerequisites to the filing of this action have been satisfied; a notice of right to sue dated April 8, 2014, was mailed to Plaintiff by the EEOC and was received by Plaintiff shortly thereafter; this complaint is being filed within 90 days of Plaintiff's receipt of such notice.

WHEREFORE, Plaintiff respectfully prays that this Honorable Court grant her the following relief, following trial by a jury:

a. The issuance of an injunction directing Defendant to restore to Plaintiff all benefits to which she would be entitled had she not been terminated, or in lieu of injunctive relief, Plaintiff demands the present value of the loss of benefits resulting from the termination of her employment;

b. All back pay and other benefits to which she would be entitled, plus pre-judgment interest at the lawful rate on the liquidated amount;

c. The issuance of a judgment declaring that the termination of Plaintiff from employment was in violation of her right to be free from age discrimination in employment, as guaranteed to her by the Age Discrimination in Employment Act;d.

d. Reinstatement, or if reinstatement is not ordered by the Court, damages for the loss of front pay and benefits;

e. An award grossing up damages in the event Plaintiff were to receive an award, verdict and/or recovery whereby payment would be paid in one year, which would result in adverse income tax consequences to her;

f. Liquidated damages in an amount to be determined by a jury;

g. Attorneys' fees and costs and expenses of litigation;

h. Such other and further relief as may be appropriate.

JURY TRIAL DEMANDED.

AS AND FOR A SECOND CAUSE OF ACTION

(Sex/gender discrimination, in violation of
Title VII of the Civil Rights Act of 1964, as amended)

33. Plaintiff incorporates herein by reference, paragraphs 1-32 above, as if the same were set forth fully herein.

34. Plaintiff's male replacement has lesser qualifications and related experience than Plaintiff had.

35. Plaintiff was judged by different and more harsh standards than similarly-situated male managers, supervisors and professionals.

36. Plaintiff was treated differently from male managers, supervisors and professionals.

37. In terminating Plaintiff's employment, Defendant was motivated by an intent to discriminate against Plaintiff because of her sex/gender, female.

38. By reason of the foregoing, Defendant has violated Title VII of the Civil Rights of 1964, as amended.

39. As a direct and proximate result of Defendant's termination of Plaintiff's employment, Plaintiff has suffered not only tangible economic loss in the form of lost back pay and benefits and lost front pay and benefits, but also substantial emotional and physical distress, embarrassment and humiliation, and pain and suffering, and is entitled to compensatory damages for these injuries, in addition to the tangible economic losses.

40. In committing the actions referred to above, Defendant acted knowingly, willfully, intentionally, in bad faith, and with reckless disregard of the law, and Plaintiff is entitled to recover punitive damages from Defendant, in an amount to be determined by a jury.

41. As set forth above in the First Cause of Action, Plaintiff filed a timely charge of discrimination with the Equal Employment Opportunity Commission (hereinafter "EEOC"), and all administrative prerequisites to the filing of this action have been satisfied; a notice of right to sue dated April 8, 2014, was mailed to Plaintiff by the EEOC and was received by Plaintiff shortly thereafter; this complaint is being filed within 90 days of Plaintiff's receipt of such notice.

WHEREFORE, Plaintiff respectfully prays that this Honorable Court grant her the following relief, following trial by a jury:

a. The issuance of an injunction directing Defendant to restore to Plaintiff all benefits to which she would be entitled had she not been terminated, or in lieu of injunctive relief, Plaintiff demands the present value of the loss of benefits resulting from the termination of her employment;

b. All back pay and other benefits to which she would be entitled, plus pre-judgment interest at the lawful rate on the liquidated amount;

c. The issuance of a judgment declaring that the termination of Plaintiff from employment was in violation of her right to be free from sex/gender discrimination in employment, as guaranteed to her by Title VII of the Civil Rights Act of 1964, as amended;

d. Reinstatement, or if reinstatement is not ordered by the Court, damages for the loss of front pay and benefits;

e. Compensatory damages in an amount to be determined by a jury;

f. Punitive damages in an amount to be determined by a jury;

g. An award grossing up damages in the event Plaintiff were to receive an award, verdict and/or recovery whereby payment would be paid in one year, which would result in adverse income tax consequences to her;

h. Attorneys' fees and costs and expenses of litigation;

i. Such other and further relief as may be appropriate.

JURY TRIAL DEMANDED.

AS AND FOR A THIRD CAUSE OF ACTION

(Race discrimination, in violation of
Title VII of the Civil Rights Act of 1964, as amended)

42. Plaintiff incorporates herein by reference, paragraphs 1-41 above, as if the same were set forth fully herein.

43. Plaintiff's Caucasian replacement has lesser qualifications and related experience than Plaintiff had.

44. Plaintiff was judged by different and more harsh standards than Caucasian managers, supervisors and professionals.

45. Plaintiff was treated differently from Caucasian managers, supervisors and professionals.

46. In terminating Plaintiff's employment, Defendant was motivated by an intent to discriminate against Plaintiff because of her race, African-American.

47. By reason of the foregoing, Defendant has violated Title VII of the Civil Rights of 1964, as amended.

48. As a direct and proximate result of Defendant's termination of Plaintiff's employment, Plaintiff has suffered not only tangible economic loss in the form of lost back pay and benefits and lost front pay and benefits, but also substantial emotional and physical distress, embarrassment and humiliation, and pain and suffering, and is entitled to compensatory damages for these injuries, in addition to the tangible economic losses.

49. In committing the actions referred to above, Defendant acted knowingly, willfully, intentionally, in bad faith, and with reckless disregard of the law, and Plaintiff is entitled to recover punitive damages from Defendant, in an amount to be determined by a jury.

50. As set forth above in the First Cause of Action, Plaintiff filed a timely charge of discrimination with the Equal Employment Opportunity Commission (hereinafter "EEOC"), and all administrative prerequisites to the filing of this action have been satisfied; a notice of right to sue dated April 8, 2014, was mailed to Plaintiff by the EEOC and was received by Plaintiff shortly thereafter; this complaint is being filed within 90 days of Plaintiff's receipt of such notice.

WHEREFORE, Plaintiff respectfully prays that this Honorable Court grant her the following relief, following trial by a jury:

a. The issuance of an injunction directing Defendant to restore to Plaintiff all benefits to which she would be entitled had she not been terminated, or in lieu of injunctive relief, Plaintiff demands the present value of the loss of benefits resulting from the termination of her employment;

b. All back pay and other benefits to which she would be entitled, plus pre-judgment interest at the lawful rate on the liquidated amount;

c. The issuance of a judgment declaring that the termination of Plaintiff from employment was in violation of her right to be free from race discrimination in employment, as guaranteed to her by Title VII of the Civil Rights Act of 1964, as amended;

d. Reinstatement, or if reinstatement is not ordered by the Court, damages for the loss of front pay and benefits;

e. Compensatory damages in an amount to be determined by a jury;

f. Punitive damages in an amount to be determined by a jury;

g. An award grossing up damages in the event Plaintiff were to receive an award, verdict and/or recovery whereby payment would be paid in one year, which would result in adverse income tax consequences to her;

h. Attorneys' fees and costs and expenses of litigation;

i. Such other and further relief as may be appropriate.

JURY TRIAL DEMANDED.

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